

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND**  
*Baltimore Division*

IN RE:  
Amanda Lynn Nixon  
*fka* Amanda L. Rodriguez  
*fka* Amanda L. Reynolds  
Debtor

Case No. 15-19437-DER

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Owen Loan Servicing, LLC  
Movant

vs.

Chapter 7

Amanda Lynn Nixon  
Debtor

and

Lori S. Simpson  
Chapter 7 Trustee

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**MOTION FOR RELIEF FROM AUTOMATIC STAY ON REAL PROPERTY  
LOCATED AT 3704 TRAIL WOOD COURT, ABINGDON, MARYLAND 21009**

COMES NOW, Owen Loan Servicing, LLC (hereinafter “Movant”), its assigns and/or its successors in interest, by and through counsel, moves for relief from the automatic stay of 11 U.S.C. § 362(a) pursuant to Fed. R. Bankr. P. Rules 4001, 9014, and Maryland Local Bankr. Rule 4001, and respectfully represents as follows:

1. Jurisdiction is based on 28 U.S.C. §§ 157 and 1334 of the United States Bankruptcy Code. The relief requested may be granted in accordance with the provisions of 11 U.S.C. §§ 105(a) and 362(d) and pursuant to Fed. Bank. Proc. Rules 9013 and 4001.

2. On or about July 6, 2015, Amanda Lynn Nixon (hereinafter “Debtor”) filed a voluntary petition in this Court under Chapter 7 of the United States Bankruptcy Code.

3. Lori S. Simpson is the duly appointed Chapter 7 Trustee of the Debtor's bankruptcy estate.

4. At the time of initiation of the bankruptcy proceedings, the Debtor owned a parcel of real estate located in Harford County, Maryland, and improved by a residence known as 3704 Trail Wood Court, Abingdon, Maryland 21009 (hereinafter the "Property").

5. Movant is a secured creditor of the Debtor whose interest is evidenced by a promissory note ("Note") dated June 18, 2009, in the original principal amount of \$245,435.00 with interest at the original note rate of 5.500%. A copy of the promissory note is attached.

6. Owen Loan Servicing, LLC has the right to foreclose because: Owen Loan Servicing, LLC, is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Owen Loan Servicing, LLC directly or through an agent has possession of the promissory note and the promissory note is either made payable to Owen Loan Servicing, LLC or has been duly endorsed.

7. Said Note is secured by a certain Deed of Trust also dated June 18, 2009 and recorded in Liber 08235, Folio 477 among the land records of Harford County, Maryland, related to the Property. A copy of the deed of trust is attached.

8. Movant now seeks relief from the automatic stay against Debtor pursuant to 11 U.S.C. § 362(d)(1) for Debtor's failure to maintain adequate protection payments to Movant as required by the aforementioned promissory note and deed of trust.

9. The Debtor is in default under the Deed of Trust and Note and is contractually due for: August 1, 2015 through October 1, 2015 payments of \$1,457.79 each for a subtotal of \$4,373.37. Consequently, payment arrears alone at this point total \$4,373.37. Movant has incurred legal fees of \$650.00 and filing cost of \$176.00 associated with the present motion.

10. As of October 12, 2015, a detailed statement of debt, required by Maryland Local Bankr. Rule 4001-1(b), is itemized as follows:

Unpaid Principal Balance	\$217,039.01
Accrued Interest	\$2,713.00
Corporate Advances	\$40.00
Late Charges	\$683.20
Suspense Credit	<u>(\$37.10)</u>
Total:	\$220,438.11

This statement of debt is not equivalent to a verified payoff statement. If you wish to receive a verified payoff statement you must request one directly from the lender.

11. Movant lacks adequate protection of its interest in the Property and Movant continues to be irreparably injured by the stay of 11 U.S.C. § 362(a).

12. Movant avers that there is no equity in the Property because the total liens against the Property exceeds its fair market value. Maryland State Department of Assessments and Taxation's real property report dated July 1, 2015 values the Property at \$199,700.00. Maryland Bankr. Rule 4001-1(b)(6).

13. Cause exists for terminating the automatic stay imposed by 11 U.S.C. § 362(a) to enable Movant to avail itself of its rights and remedies under its promissory note, security instrument, and state law, including but not limited to the commencement of foreclosure proceedings against the Property.

WHEREFORE, the Movant, its assigns and/or successors-in-interest prays that this Court:

1. Enter an order terminating the automatic stay imposed by 11 U.S.C. § 362(a) of the United States Bankruptcy Code to enable Movant, its successors and/or assigns, to avail itself of its rights and remedies under the promissory note, deed of trust, and state law, including but not limited to the initiation of foreclosure proceedings against the property located at 3704 Trail Wood Court, Abingdon, Maryland 21009 and to allow successful purchaser to obtain possession of same; and,

2. Movant further prays that Ocwen Loan Servicing, LLC, through its agents, servicers and representatives be permitted to contact Debtor(s) and/or Debtor's counsel for the purpose of engaging in discussions and consideration for possible loss mitigation options, solutions and/or resolutions with regard to the underlying mortgage and note, including, but not limited to loan modification or other loss mitigation alternatives.

3. Grant such other and further relief as may be just and necessary.

Respectfully submitted,

Date: October 12, 2015

/s/ Gene Jung, Esq.  
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*Counsel for Movant*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 12th day of October, 2015, to the extent that the following person(s) were not served electronically *via* the CM/ECF system, I mailed a copy of the foregoing Motion for Relief from Automatic Stay, by first class, postage prepaid, to:

Stephen J. Kleeman, Esq.  
401 Washington Avenue  
Suite 800  
Towson, MD 21204  
*Counsel for Debtor*

Lori S. Simpson  
1400 S. Charles Street  
3rd Floor  
Baltimore, MD 21230  
*Chapter 7 Trustee*

Amanda Lynn Nixon  
3704 Trail Wood Court  
Abingdon, MD 21009  
*Debtor*

/s/ Danielle Vasquez  
Danielle Vasquez